

Lonoak Road Bridge Project No. 09-220565
County of Monterey, APN: 419-141-015
County of San Benito, APN: 031-040-050

REAL PROPERTY PURCHASE AGREEMENT

This Real Property Purchase Agreement (the "Agreement") is entered into by and between:

Jonathan C. and Margaret Jane Wooster, Trustees of the 1993 Wooster Revocable Trust U/D/T dated 12/1/93 as to the fee estate, (the "Grantor") and the County of Monterey, a Political Subdivision of the State of California (the "County"), (Collectively, the Grantor and County shall hereafter be referred to as the "Parties ")

Document "A" and "B" in the form of Permanent Easement Deeds covering the property particularly described in the above instruments have been executed and delivered to the County. The property described in Document "A" and "B" attached hereto and made a part hereof is hereafter referred to as the Property.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows.

- 1 The parties have herein set forth the whole of their agreement and no obligations other than those set forth herein, unless amended in writing, will be recognized. The performance of this Agreement constitutes the entire consideration for said documents and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade, construction, or operation of the proposed public improvement, which has been described to Grantor.
- 2 The County shall pay the Grantor the sum of **\$7,800** for the property or interest conveyed by Documents "A" and "B" within five (5) days after title to the real property as described in the above mentioned Grant Deed vests in the County subject to all matters of record.
- 3 The undersigned grantors covenant and agree to indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the property described in the above mentioned Documents "A" and "B". The grantors obligation herein to indemnify the Agency shall not exceed the amount paid to the grantors under this contract.
- 4 Grantor warrants that there are no unrecorded encumbrances, including, but not limited to, liens, oral or written leases exceeding a period of one month, easements or licenses on all or any portion of the property. Grantor further agrees to hold the County harmless and defend and reimburse the County for any and all of its losses and expenses, including reasonable attorney fees, occasioned by reason of any such encumbrance of said property. If the property is leased for a period exceeding one month, Grantor will obtain a Quitclaim from all leasees or taking all necessary steps to evict the leasees occupying the property.

- 5 It is agreed and confirmed by and between the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the properties described in Documents "A" and "B" by the County shall commence on the close of escrow controlling this transaction and the amount shown in Paragraph 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date
- 6 It is agreed that if the close of escrow is not completed prior to June 1, 2009, this "Real Property Purchase Agreement" will become void and the clauses within shall be nonbinding
- 7 It is also understood and agreed by and between the parties hereto that County will at no expense to Grantor and at the time of project construction perform the following, but not limited to, work:

- a) Provide vehicle access to Grantor to their property at all times during the construction of the project
- b) Reconstruct and pave with asphalt concrete the private driveways serving Grantor's property at the northeast and southeast corners of the Lonoak Road Bridge, Co. No. 402 and conform the driveways to an alignment similar to what presently exists
- c) Adjust the height and reinstall the existing welded steel pipe fence at the southeast corner of the Lonoak Road Bridge, Co. No. 402 to the new property line.
- d) Reconstruct the driveway with aggregate base at the northeast corner of the Lonoak Road Bridge, Co. No. 402,
- e) Construct a paved asphalt concrete and Portland Concrete Vee-Gutter approach to the Machine Shop on the northeast corner of the Lonoak Road Bridge, Co. No. 402

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- 8 This transaction will be handled through an escrow account with Chicago Title, 50 Winham Street, P.O. Box 931, Salinas, CA 93902. County shall pay any escrow, cancellation, and recording fees and all other closing costs.


This Agreement includes the following, which are attached hereto and made a part hereof:

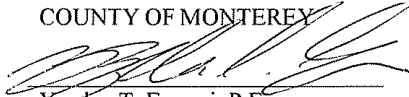
- A. Document A – Permanent Easement Deed - Monterey County
- B. Exhibit B – Permanent Easement Deed – San Benito County

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

Grantor

County

By: 
JONATHAN C. WOOSTER, TRUSTEE

COUNTY OF MONTEREY
By: 
Yazdan T. Emrani, P.E.
Director of Public Works

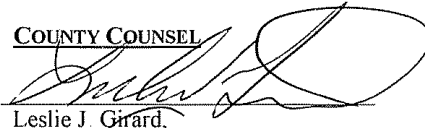
Date: 6 March 09

Date: 4/29/09

By: Margaret Jane Wooster, trustee
MARGRET JANE WOOSTER, TRUSTEE

Date: March 8, 2009

APPROVED AS TO FORM.

COUNTY COUNSEL
By: 
Leslie J. Girard,
Assistant County Counsel

Date: 3/5/09

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

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